



Sarah Dusseault <sarah.dusseault@lacity.org>

RAP RECORDS - CPRA

Pamela (

Thu, Jul 7, 2016 at 6:41 PM

To: "sarah.dusseault@lacity.org" <sarah.dusseault@lacity.org>, "david.ryu@lacity.org" <david.ryu@lacity.org>

Apologies - here's the attachment to prior email;

2 attachments



**CPRA 609 Responsive Document - FinalExecuted March 16_ROE Permit No766_Runyon Cyn
Park_Redacted.pdf**
868K



ATT00001.txt
1K

SECRET

BOARD OF RECREATION AND
PARK COMMISSIONERS

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DEPARTMENT OF
RECREATION AND PARKS

EXECUTIVE OFFICE
P.O. BOX 86328
LOS ANGELES, CA 90086-0328

TEL: (213) 202-2633

MICHAEL A. SHULL
GENERAL MANAGER

March 9, 2016

Mr. Wayne J. Walters, RMO
B & W Holdings, Inc.
dba: Digital Interiors (Contract License No. 968742)
16135 Wyandotte Street
Van Nuys, California 91406

c/o Mr. Donald H. Andres, Vice President and Treasurer
Friends of Runyon Canyon Foundation
7119 West Sunset Boulevard, #336
Los Angeles, CA 90046

Dear Mr. Walters:

**RUNYON CANYON PARK – AUTHORIZING ACCESS FOR THE INSTALLATION OF
BASKETBALL COURT IMPROVEMENTS AND CONSTRUCTION OF RETAINING WALL – RIGHT
OF ENTRY PERMIT NO. 766**

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this revocable, temporary, Right of Entry Permit No. 766 (PERMIT) to the Friends of Runyon Canyon Foundation (FORC) and their general contractor, B&W Holdings, Inc., dba Digital Interiors (collectively referred to herein as "PERMITTEE"); authorizing PERMITTEE to access designated areas of Runyon Canyon Park ("PARK"), located at 2000 North Fuller Avenue, Los Angeles, CA 90046, for the installation of basketball court improvements, construction of a retaining wall, and installation of a drinking fountain and related plumbing and connections, collectively valued at approximately \$252,708.00, and referred to herein as, "IMPROVMENTS".

All work shall be performed under contract between the Friends of Runyon Canyon Foundation and Digital Interiors, at no cost to the CITY or RAP. However, such work shall be coordinated and performed in accordance with this PERMIT, and pursuant to instructions and requirements provided to PERMITTEE by the RAP Planning, Construction, and Maintenance Branch (PCM).

Approval of this PERMIT is contingent upon the submission of proof of insurance information as noted in Condition No. 6, and execution of this PERMIT by PERMITTEE, as provided in Condition No. 15. This PERMIT shall not become effective until Conditions No. 6 and 15 are met, and the executed PERMIT and proof of insurance is filed with the City Administrative Officer, Risk Management Office.

This PERMIT is issued subject to the following conditions:

1. PERMIT AREA DEFINED

The area covered under this PERMIT (PERMIT AREA) is that area of the PARK described herein as the concrete court, retaining wall, and adjacent surrounding area to be refurbished and used for the installation of the IMPROVEMENTS. PERMIT AREA is illustrated by the site plan attached hereto and incorporated herein by reference as Exhibit A (SITE PLAN). Such authorization to access the PARK and PERMIT AREA shall include service roads for ingress-egress and designated areas determined by PCM for the staging of personnel, equipment, machinery, and supplies, as necessary to perform the work described herein.

The fire access road shall remain free and clear to allow emergency vehicles to pass by the construction. Contractor(s)/sub-contractor(s) shall enter from Fuller gate. In the event that the contractor's work will prohibit emergency access vehicles from passing around the construction, the proposed work in that area shall not be scheduled until such time that emergency vehicles are not required.

2. PERMISSION GRANTED

Permission is granted to enter the PARK and PERMIT AREA to proceed with required work for the installation of the IMPROVEMENTS and creation of a new basketball court (COURT), pursuant to plans and specifications (PLANS), approved by PCM in accordance with the Project Specifications dated July 28, 2015. RAP staff has reviewed plans submitted and approved by Department of Building and Safety (DBS) (PCIS 15020-20000-03306, 1/22/16) and is in substantial conformance to the Board of Recreation and Park Commissioners (Board) approved Report No. 15-223 and will allow the construction in two phases, Phase I to include the retaining wall and Phase II for the court and other improvements.

- a. Demolition and removal of the existing retaining wall located within the COURT, and replacement with a new retaining wall (WALL), in accordance with the geo-technical study findings and report prepared by Feffer Geological Consulting (July 7, 2015 – File No. 1577-54) and as approved by Building & Safety Log #89713 (July 20, 2015) currently on file with PCM, and pursuant to approved PLANS;
- b. Demolition and removal of fallen chain-link fencing, and replacement of fencing with new ten (10) foot high, coated fencing around the perimeter of the Court;
- c. Leveling and resurfacing of the concrete court area with non-slip material and court lines in accordance with the Concept Renderings attached hereto and incorporated herein by reference as Exhibit B (Concept Rendering);
- d. Installation of the "Pink Dolphin" corporate logo at center-court of the COURT, as illustrated by the COURT rendering illustrated by Exhibit B;
- e. Installation of basketball equipment consisting of two (2) eight (8) inch (7 gauge) regulation height poles with overhang fixtures, tempered-glass backboards and heavy duty goals;

- f. Installation of a new drinking fountain with related plumbing and connections, which will serve both people and dogs; and,
- g. Installation of recognition signage thanking and acknowledging Pink Dolphin and AQUAhydrate, in accordance with the RAP Sponsorship Recognition Policy and in the general designs illustrated by Exhibit C-1/2 and 2/2. The size of the Pink Dolphin Sign shall be determined by Craig Raines, Landscape Architect Associate III of RAP and shall be placed at an appropriate location on either the fence or wall at the entrance to the COURT.

All work required to complete the IMPROVEMENTS (PERMITTED WORK) shall be performed in coordination with, and pursuant to, instructions and requirements provided to PERMITTEE by the PCM representatives listed in Condition No. 8 of this PERMIT.

PERMITTED WORK shall be performed pursuant to this PERMIT and the terms and conditions of a contract (CONTRACT) between FORC and Digital Interiors, at no cost to the CITY or RAP. Further, CITY and/or RAP are not a party to the CONTRACT and shall therefore not be liable under such contract in any respect.

3. TERM

This PERMIT shall become effective upon PERMITTEE providing the CITY with required proof of insurance, as stipulated in Condition No. 6, and receipt by RAP of the Signature Page of this PERMIT signed by PERMITTEE, as required by Condition No.15; and PERMITTEE's receipt of the Signature Page validated by an authorized RAP representative. This PERMIT shall become effective upon completion of such requirements, and shall expire on June 3, 2016. The Phase I work is authorized to run until completed (items 2a & b) and Phase II work will commence upon notification and review and approval of the final plans for the amenities identified in items 2c-g.

Should additional time be required to complete the PERMITTED WORK, PERMITTEE shall notify one of the RAP Representatives listed in Condition No. 8, and submit a written request to the addressee listed in Condition No. 13.

4. EQUIPMENT AND PERSONNEL

PERMITTEE shall, with necessary personnel and equipment, perform the PERMITTED WORK within the TERM of this PERMIT, unless additional time is otherwise authorized by RAP.

- a. The following equipment are authorized to be used on-site within the PARK and PERMIT AREA to perform the PERMITTED WORK:
 - (i) One (1) loader or backhoe;
 - (ii) One to two (1-2) dump truck(s).
- b. The following personnel are authorized to be on site within the PARK and PERMIT AREA to perform the PERMITTED WORK:
 - (i) Up to fifteen (15) workers at any time wearing Digital Interior Uniforms.

Any changes to the scope of work or work schedule shall be subject to RAP approval and must be coordinated with the RAP Representative(s) prior to any changes being implemented.

5. HOURS AND DAYS OF OPERATION

PERMITTEE'S hours of operation to perform PERMITTED WORK shall:

Monday through Friday, from 7:00 a.m. to 4:00 p.m.

PERMITTEE shall not be allowed onto the PERMIT AREA to perform any PERMITTED during hours other than the hours specified above, unless authorized in advance by RAP in writing prior commencement of any such work.

6. INSURANCE

Prior to accessing the PERMIT AREA, PERMITTEE, at its own cost and expense, shall obtain required insurance in the coverage amounts listed on the Insurance Requirements sheet (Form 146R, Rev. 03/09), attached hereto and incorporated herein by reference as Exhibit D, and furnish the City of Los Angeles, City Administrative Officer (CAO), Office of Risk Management (RISK MANAGEMENT), with evidence of such insurance from insurers acceptable to RISK MANAGEMENT.

7. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, PERMITTEE undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY'S Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including PERMITTEE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of, or incidental to, the performance of this permit on the part of PERMITTEE and/or their contractor or sub-contractor of any tier.

8. RAP AUTHORITY

PERMITTEE shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by RAP and shall cooperate fully with RAP employees in the performance of their duties.

Mr. David Takata, P.E. Structural Engineer Associate, IV, and Mr. Craig Raines, Landscape Architect Associate III, are designated as the RAP Representatives for this project and is empowered by RAP to conduct inspections of the PERMIT AREA as necessary, evaluate PERMITTEE's progress, and inform RAP Management fully as to the PERMITTEE's use and maintenance of the PARK and PERMIT AREA. Mr. Takata may be contacted by phone at (213) 202-2653 and Mr. Raines may be contacted by phone at (213) 202-2652.

PERMITTEE or its contractor shall contact the RAP Representative at least five (5) working days prior to the commencement of PERMITTED WORK and inform the RAP Representative of the start-date and anticipated duration of said work, and to conduct a site assessment for staging the work.

9. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of RAP and CITY shall have the right to enter the PERMIT AREA at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

10. MAINTENANCE OF PROPERTY

PERMITTEE and its contractor(s) or subcontractor(s) shall maintain the PERMIT AREA in an orderly condition during the TERM of this PERMIT and while performing PERMITTED WORK. PERMITTEE hereby guarantees that no existing PARK improvements or other natural features will be disturbed due to the permitted access. PERMITTEE will also take whatever measures are necessary to ensure the safety of the PARK and its patrons during the term of this PERMIT, including the posting of signs and the placement of barricades to cordon off equipment and the PERMIT AREA as necessary to ensure the safety of the public.

11. RESTORATION AND FINAL INSPECTION

PERMITTEE shall restore to their original condition, all recreation and/or PARK related improvements that are damaged, moved or altered as a result of the permitted work. Said restoration shall take place immediately upon the conclusion of said work and shall be performed to the satisfaction of RAP. Upon completion of the permitted work, PERMITTEE shall contact Mr. Takata or Mr. Raines to arrange a post-project inspection of the PERMIT AREA.

Mr. Wayne J. Walters, RMO
B&W Holdings, Inc.
dba: Digital Interiors (Contract License No. 968742)
March 9, 2016
Page 6

12. REVOCATION OF PERMIT

RAP may revoke this PERMIT if PERMITTEE does not comply with the conditions contained herein or for reason of unforeseen circumstances beyond the control of RAP. Upon receipt of the written notice of revocation, PERMITTEE shall return the PERMIT AREA and any other impacted PARK areas to its/their original condition and discontinue all PERMITTED WORK activities.

13. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications or time extensions of the PERMIT, or additional work to be performed, etc., requests for such modifications and/or additions shall be submitted, in writing, to:

City of Los Angeles
Department of Recreation and Parks
Planning and Construction and Maintenance Branch
221 N. Figueroa St. Suite. 400
Los Angeles, CA 90012

Attention: Mr. Cid Macaraeg, Director
Real Estate and Asset Management Section

Telephone: (213) 202-2681 FAX: (213) 202-2612

14. PRIMARY CONTACT

PERMITTEE primary contact shall be Mr. Wayne J. Walters, RMO of B & W Holdings, Inc. dba Digital Interiors (Contractors License No. 968742) at (818) 475-7675, email: wayne@digitalinteriors.com

RAP primary contact shall be Mr. David Takata, P.E. Structural Engineer Associate IV, at (213) 202-2653, email: david.takata@lacity.org

Mr. Wayne J. Walters, RMO
B&W Holdings, Inc.
dba: Digital Interiors (Contract License No. 968742)
March 9, 2016
Page 7

15. ACCEPTANCE

To indicate acceptance of this PERMIT and all conditions contained herein, please sign this original correspondence on the signature block below, retain a copy for your files, and return the original to the addressee listed in Condition No. 13.

Sincerely,

MICHAEL A. SHULL
General Manager


for RAMON BARAJAS
Assistant General Manager
Planning, Construction and Maintenance Branch

MAS/RB/CM/fc:es

Attachments: Exhibit A: Runyon Canyon Park and Permit Area Site Plan
Exhibit B: Concept Renderings
Exhibit C-1/2 and 2/2: Recognition Signage
Exhibit D: Insurance Requirements

cc: Vicki Israel, Assistant General Manager, Partnership and Revenue Branch, MS 625
Sophia Pina-Cortez, Superintendent, Metro Region, MS 656/5
Cathie Santo Domingo, Superintendent, Planning, Const. & Maintenance Branch, MS 682
Cid Macaraeg, Sr. Management Analyst II, Planning, Const. & Maint. Branch, MS 682
David Takata, Structural Engineer Associate, IV, Planning, Const. Maint. Branch, MS 682
Craig Raines, Landscape Architect Asso. III, Planning, Const. & Maint. Branch, MS 682
Joel Alvarez, Senior Management Analyst II, Partnership Division, MS 628-9/23

Mr. Wayne J. Walters, RMO
B&W Holdings, Inc.
dba: Digital Interiors (Cont. Lic. No. 968742)
March 8, 2016
Page 8

SIGNATURE EXECUTION

RUNYON CANYON PARK - RIGHT-OF-ENTRY TO PERFORM INSTALLATION OF
BASKETBALL COURT IMPROVEMENTS - PERMIT NO. 766

Friends of Runyon Canyon Foundation, hereby accepts this PERMIT No. 766, and all the conditions contained herein:

H. Andres
Permittee Signature

Permitee Signature

DONALD H. ANDRES
Permittee Name (Print)

Permittee Name (Print)

Date 8 March 2016

Date _____

Vice President and Treasurer
Title

Title

Digital Interiors hereby accepts this PERMIT No. 766, and all the conditions contained herein:

Permitee Signature _____

Permitee Signature

Date _____

Date _____

Permittee Name (Print)

Permittee Name (Print)

Title _____

Title

COMMENCEMENT DATE and RAP PERMIT validation:

3/10/16
Commencement Date

Commencement Date


Signature

Signature

3/9/16
Date

Date _____

Crd Macaraeg
Printed Name

Printed Name

Sr. M.A. II

Title

Title

Mr. Wayne J. Walters, RMO
B&W Holdings, Inc
dba: Digital Interiors (Contract License No. 968742)
March 9, 2016
Page 8

SIGNATURE EXECUTION

RUNYON CANYON PARK – RIGHT-OF-ENTRY TO PERFORM INSTALLATION OF BASKETBALL COURT IMPROVEMENTS – PERMIT NO. 766

Friends of Runyon Canyon Foundation, hereby accepts this PERMIT No. 766, and all the conditions contained herein:

Permittee Signature_____
Date_____
Permittee Name (Print)_____
Title

Digital Interiors hereby accepts this PERMIT No. 766, and all the conditions contained herein



Permittee Signature_____
Date

Wayne Walters

March 9, 2016
Owner_____
Permittee Name (Print)_____
Title

COMMENCEMENT DATE and RAP PERMIT validation:

3/10/16

Commencement Date

Signature3/9/16

DateCid Macaraeg

Printed NameSr. M.A. II

Title

City of Los Angeles
Request for Waiver
Workers' Compensation Insurance Requirement

Business

Legal Name: Friends of Runyon Canyon Foundation

Address: 7119 W. Sunset Blvd., #336
Los Angeles, CA 90046

Legal Form ☐ Sole Proprietor ☐ Limited Partnership ☐ General Partnership ☒ Corporation
 ☐ Business Trust ☐ Limited Liability Company ☐ Other: _____

Contact Person (Name and Telephone): Don Andres [REDACTED]

City Reference

City Agency Dept. of Recreation & Parks Contact Name/Telephone David Takata 213-202-2653

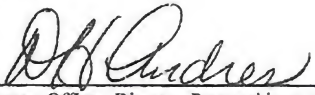
Document Reference: ROE Permit No. 766 Any work performed on City Premises? ☒ Yes ☐ No
(bid, contract, job no., location, etc.)

Nature of work to be performed for City: Runyon Canyon - Basketball Court Improvements

Declaration:

With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the City of Los Angeles harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the City of Los Angeles waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature


Owner, Officer, Director, Partnership or other Principal

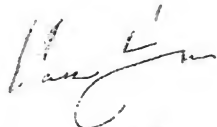
Vice President and Treasurer

Title

3/8/16

Date

Risk Management Approval:

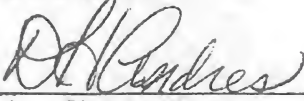

RISK MANAGER
3/14/16

Mr. Wayne J. Walters, RMO
B&W Holdings, Inc.
dba: Digital Interiors (Contract License No. 968742)
March 9, 2016
Page 8

SIGNATURE EXECUTION

RUNYON CANYON PARK – RIGHT-OF-ENTRY TO PERFORM INSTALLATION OF BASKETBALL COURT IMPROVEMENTS – PERMIT NO. 766

Friends of Runyon Canyon Foundation, hereby accepts this PERMIT No. 766, and all the conditions contained herein:


Permittee Signature

DONALD H. ANDRES
Permittee Name (Print)

9 March 2016
Date

VICE PRESIDENT & TREASURER
Title

Digital Interiors hereby accepts this PERMIT No. 766, and all the conditions contained herein.

Permittee Signature

Date

Permittee Name (Print)

Title

COMMENCEMENT DATE and RAP PERMIT validation:

Commencement Date

Signature

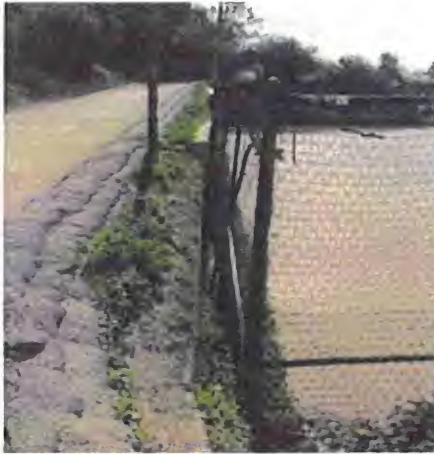
Date

Printed Name

Title

Exhibit-A

Runyon Canyon Permit Area Site Plan

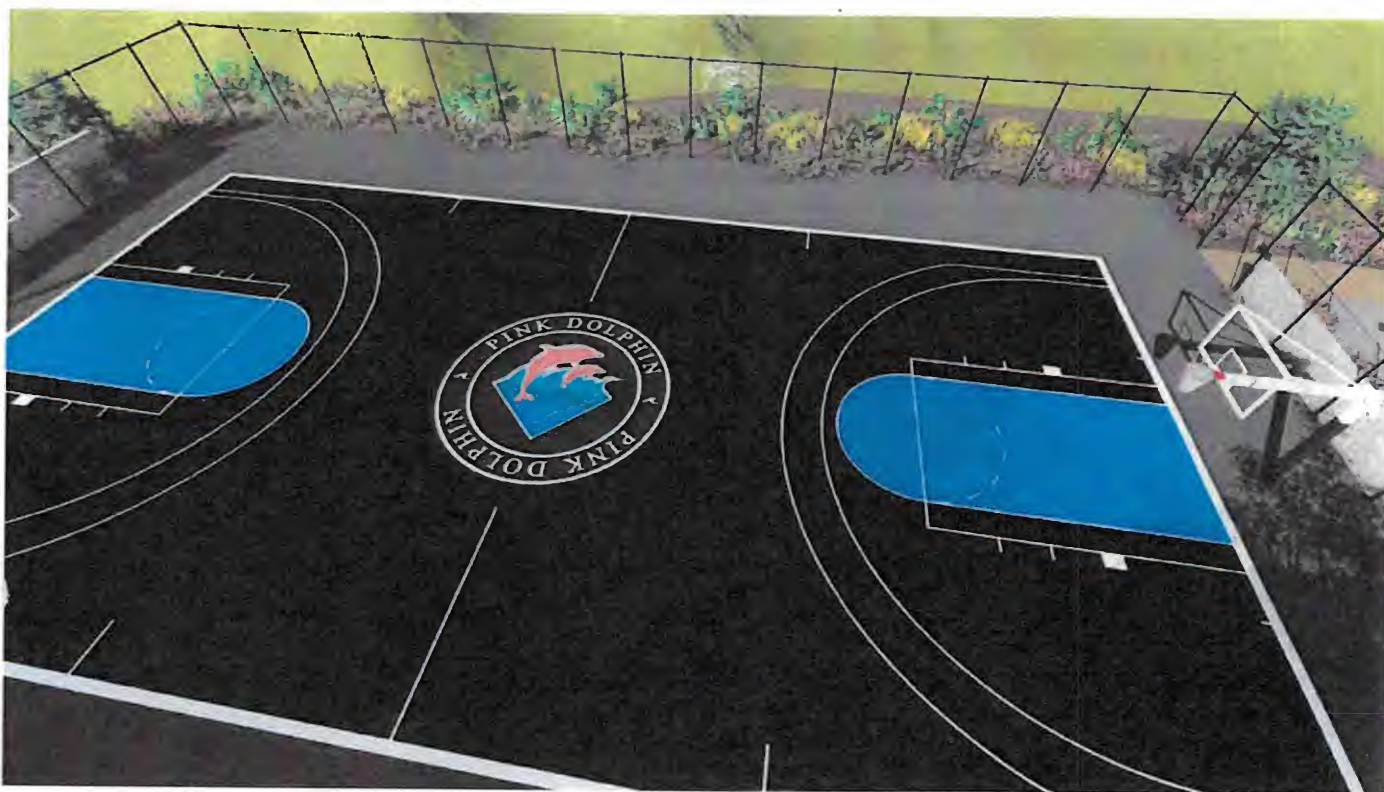


Tennis Court



Exhibit B

**Concept Renderings
Runyon Canyon Court Refurbishment:**



**Runyon Canyon Court Refurbishment Project Concept Recognition Signage: V4 -
November 12, 2015**

Pink Dolphin Fence/Wall Sign

- **Recognition Plaque Dimensions: 6" x 14"**

